

# NOTICE OF REGULAR MEETING

## CITY COUNCIL

DATE	TIME	PLACE
FEBRUARY 16, 2016	Immediately following Municipal Authority Meeting	COUNCIL CHAMBERS

### **AGENDA**

1. Call to Order
2. Roll Call
3. Comments from the Audience
4. Consent Agenda
  - a. Minutes Approval
    1. City Council - Regular Meeting - Feb 2, 2016 6:30 PM
  - b. Receive and Acknowledge Receipt of Claims List
5. Consider, Discuss and Vote to Approve the Deferred Payment Plan for Delinquent Utility Bills as Outlined in Attached "Past Due Letter"
6. Consider, Discuss and Vote to Approve a Revised Lease Agreement with Luigi's Restaurant Located at the Greens of Altus, City Golf Course; with City to Lease the Ball Room and Fireside Room; Revising the Monthly Lease Payment to be \$1000; Changing the Sale of Beer Provisions; or Take Any Other Appropriate Action.
7. Consider, Discuss and Vote to Approve Resolution No. 2016-\_\_\_ Appointing the Position of Assistant City Manager to Serve on the Election Committee (Board of Directors) of the Oklahoma Municipal Power Authority (OMPA), or Take Any Other Appropriate Action.
8. Consider, Discuss and Vote to Approve Resolution No. 2016-\_\_\_ Authorizing OMPA Filing of Applications with the Federal Regulatory Commission (FERC) on Behalf of the City of Altus, a Member City of OMPA for Waivers Under PURPA (Public Utility Regulatory Policies Act of 1978) or Take Any Other Appropriate Action
9. Consider, Discuss and Vote to Approve 1) Ordinance No. 2016-\_\_\_ Adding Section 28-92.5 Fire Hydrant Meter Rental Contract to the Altus Code of Ordinances, and 2) City of Altus Fire Hydrant Meter Rental Contract Form, Related to the Current Practice of Selling Water from Metered Fire Hydrants; or Take Any Other Appropriate Action.

10. Consider, Discuss and Vote to Inquire into the Finance Department and Investigate Municipal Affairs as Authorized by Article II, Council Powers, Section 7(E) of the City's Charter; And/Or Take Any Other Appropriate Action.

11. Vote to go into Executive Session

EXECUTIVE SESSION ITEM(S):

12. Consideration and Possible Action Regarding the Holding of an Executive Session Regarding Confidential Communications Between the City Council and Its Legal Counsel Regarding Pending Litigation, Jackson County District Court, Case No. CJ-2013-144, City of Altus, Et Al. Vs. Glenn Briggs & Associates, Inc., Et Al. If the Council, the Public Body, with the Advice of Its Attorney, Determines that Disclosure Will Seriously Impair the Ability of the Public Body to Conduct This Pending Litigation or Proceeding in the Public Interest, as Authorized by Title 25, Section 307 (B)(4) of the Oklahoma Statutes, and in Open Session Vote to Approve the Appointment of Dwayne Martin, City of Altus Council Member Ward IV, or Another Sole Council Member, as Representative and Liaison for the City Council for Any and All Matters Pertaining to This Pending Lawsuit, or Take Any Other Appropriate Action.

13. Consider in open session any motions and votes relating to the executive session item(s).

14. Review, discuss and possible action on other new business, if any, which has arisen since the posting of the agenda and which could not have been reasonably foreseen prior to posting of the agenda. (25 O.S.A. Section 3 -111 (9))

15. Mayor's Appointments

16. City Manager's comments and reports (discussion only)

17. City Council's member's comments and reports

18. Mayor's comments and reports

19. Adjourn

Next Resolution No. 2016-4

Next Ordinance No. 2016-1

The City of Altus encourages participation from all of its citizens. If participation at any public meeting is not possible due to a disability, notification to the Mayor's office at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48 hour rule if signing is not the necessary accommodation. Call 481-2202 to make the necessary arrangements. We will accommodate you anytime and in every way possible. Just call and let us know your needs.

To be completed by person filing notice:

NAME: Debbie Davis  
TITLE: City Clerk  
ADDRESS: 509 S. Main  
Altus, OK 73521  
PHONE: (580) 481-2216

Filed in the office of the City Clerk/Treasurer at \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_.

Signed: \_\_\_\_\_  
Clerk/Deputy Clerk

**ALTUS CITY COUNCIL MEETING  
MINUTES  
FEBRUARY 2, 2016**

**1. CALL TO ORDER**

The City Council of Altus, Jackson County met in regular session Tuesday, February 2, 2016 at 6:40 p.m. in the City Council Chambers of City Hall. Notice of the meeting was duly filed and posted in the office of the City Clerk, January 29, 2016 at 5:15 p.m.

Mayor Smiley called the meeting to order at 6:40 p.m.

**2. ROLL CALL**

Attendee Name	Present	Absent	Late	Arrived
Rick Henry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Perry Shelton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dwayne E. Martin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Doyle Jencks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Jason Winters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Jon Kidwell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Kevin McAuliffe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Chris Riffle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Jack Smiley	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**Others Present:** Larry Shelton, Catherine Coke, Matt Wojnowski, Jan Neufeld, Johnny Barron, Debbie Davis, Angie & Dennis Murphy, Tim Murphy, Donita, Sarron Sutton, Linda Walker, Lloyd Colston, Mike Villareal, Tracy Sullivan, Barbara Burleson, Gene Leister, Freddy Perez, Theresa, Jameson, Kyle Davis, Ken Pike, Jerry Gibson, Steve Caesar, Eith Mitchell, Brian Overfield, Henry Hartsell and other public.

**3. COMMENTS FROM THE AUDIENCE**

None

**4. CONSENT AGENDA**

**A. APPROVE MINUTES OF CITY COUNCIL SPECIAL MEETING ON JANUARY 14, 2016.**

**B. APPROVE MINUTES OF CITY COUNCIL REGULAR MEETING ON JANUARY 19, 2016.**

**C. APPROVE MINUTES OF CITY COUNCIL SPECIAL MEETING ON JANUARY 22, 2016.**

Minutes Acceptance: Minutes of Feb 2, 2016 6:30 PM (Minutes Approval)

**D. RECEIVE AND ACKNOWLEDGE RECEIPT OF CLAIMS LIST****E. ACKNOWLEDGE MONTHLY REPORTS AND MINUTES AS FOLLOWS:**

- -MAIN STREET ALTUS (January 21, 2016)

<b>-SOUTHERN PRAIRIE LIBRARY SYSTE RESULT:</b>		<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Perry Shelton, Councilman	
<b>SECONDER:</b>	Kevin McAuliffe, Councilman	
<b>AYES:</b>	Henry, Shelton, Martin, Jencks, Winters, Kidwell, McAuliffe, Riffle, Smiley	

**5. CONSIDER, DISCUSS AND VOTE TO APPROVE RESOLUTION NO 2016-03 PROPOSING AN ORDINANCE TO BE PASSED ON MARCH 22, 2016, CLOSING TO PUBLIC USE THAT PORTION OF PLATTED 20-FT ALLEY (400 FEET) THROUGH BLOCK 7 JARBOE ADDITION AND BLOCK 7, CORBIN & RUSSELL SECOND ADDITION, BEING FURTHER DESCRIBED AS THE NORTH-SOUTH ALLEY LYING BETWEEN CORBIN AVENUE ON THE NORTH AND "D" STREET ON THE SOUTH; AUTHORIZING GIVING NOTICE TO CERTAIN ENTITIES; OR TAKE ANY OTHER APPROPRIATE ACTION.**

This item presented by Catherine Coke, City Attorney

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Jon Kidwell, Councilman
<b>SECONDER:</b>	Perry Shelton, Councilman
<b>AYES:</b>	Henry, Shelton, Martin, Jencks, Winters, Kidwell, McAuliffe, Riffle, Smiley

**6. VOTE TO GO INTO EXECUTIVE SESSION**

Council members went into Executive Session at 6:45 p.m.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Rick Henry, Councilman
<b>SECONDER:</b>	Jon Kidwell, Councilman
<b>AYES:</b>	Henry, Shelton, Martin, Jencks, Winters, Kidwell, McAuliffe, Riffle, Smiley

**EXECUTIVE SESSION ITEM(S):**

**7. CONSIDER, DISCUSS AND VOTE TO DISCUSS IN EXECUTIVE SESSION A NEGOTIATION UPDATE BETWEEN THE CITY OF ALTUS AND FOP, LODGE #120 AND IN OPEN SESSION VOTE TO APPROVE EXECUTION BY THE MAYOR OF THE COLLECTIVE BARGAINING AGREEMENT (CBA) BETWEEN THE CITY OF ALTUS AND THE FOP, LODGE #120 FOR FISCAL YEAR 2015-2016, AS AUTHORIZED BY SECTION 307 (B)(2) OF 25 O.S.A.**

Minutes Acceptance: Minutes of Feb 2, 2016 6:30 PM (Minutes Approval)

**Executive Session ended at 7:04 p.m.**

**8. CONSIDER IN OPEN SESSION ANY MOTIONS AND VOTES RELATING TO THE EXECUTIVE SESSION ITEM(S).**

Motion made by WINTERS and seconded by KIDWELL to approve Execution of the Collective Bargaining Agreement between the City of Altus and the FOP, Lodge #120 for the Fiscal Year 2015-2016.

The Mayor called for the vote recorded as follows:

AYES: Jencks, Henry, Kidwell, Riffle, Martin, Shelton, McAuliffe, Winters, Smiley

NAYS: None

Motion carried 9-0

**9. REVIEW, DISCUSS AND POSSIBLE ACTION ON OTHER NEW BUSINESS, IF ANY, WHICH HAS ARISEN SINCE THE POSTING OF THE AGENDA AND WHICH COULD NOT HAVE BEEN REASONABLY FORESEEN PRIOR TO POSTING OF THE AGENDA. (25 O.S.A. SECTION 3-111 (9)).**

None

**10. MAYOR'S APPOINTMENTS**

Mayor Smiley stated that Matt Wojnowski, Assistant City Manager, will serve on the SOCAG board for 2016.

**11. MAYOR'S COMMENTS AND REPORTS**

Mayor Smiley mentioned there will be an OMPA meeting February 18, 2016 at 6:15 p.m. at the Friendship Inn.

He also stated that February 26, 2016 is the date set for the 'throw the switch' ceremony for Round Timber.

**12. ADJOURN 7:12 P.M.**

Minutes Acceptance: Minutes of Feb 2, 2016 6:30 PM (Minutes Approval)

Item No. \_\_\_\_\_

Date: February 16, 2016

## **AGENDA ITEM COMMENTARY**

**ITEM TITLE:** Receive and Acknowledge Receipt of Claims List

**INITIATOR:** Cindy Young, Purchasing Tech.

**STAFF INFORMATION SOURCE:** Cindy Young, Purchasing Tech.

**STAFF RECOMMENDATION:** Stated Council Action



City of

**ALTUS**

Altus, OKLAHOMA 73521 - (580) 477-1950

A PROUD HERITAGE

A PROMISING FUTURE TO SHARE!

MAYOR  
JACK SMILEYACTING CITY MANAGER  
LARRY SHELTONCOUNCIL  
Doyle Jencks  
Rick Henry  
Chris Riffle  
Jason Winters  
Perry Shelton  
Kevin McAuliffe  
Dwayne Martin  
Jon Kidwell

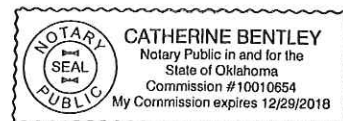
February 10, 2016

To the Honorable Mayor and Members of the City Council  
City of Altus, Oklahoma

I hereby certify that the amount of this encumbrance has been entered against the designated appropriation accounts and that this encumbrance is within the authorized available balance of said appropriation.

Dated this 10th day of February, 2016Linda Mutchler  
Purchasing Agent

State of OklahomaCounty of JacksonOn this 10th day of February, 2016 before me personally appeared Linda Mutchler, to me known to be the person described in and who executed the foregoing instrument.

My Commission Expires: 12/29/2018



FUND: 01 - GENERAL FUND (01)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00 CITY COUNCIL						
16-1675	01-23021	WAL MART COMMUNITY BRC	HAMS FOR CITY EMPLOYEES	12/2015	005962	4,018.88
16-1685	01-23021	WAL MART COMMUNITY BRC	GIFT CARD	12/2015	005542	75.00
DEPARTMENT TOTAL:						4,093.88
DEPARTMENT: 02 ADMINISTRATIVE SERVICES						
16-1936	01-01490	CENTERPOINT ENERGY RESOURCENATURAL GAS		1/2016	201601273969	1,134.46
16-1949	01-043403	AT&T, INC	TELEPHONE SERVICE	1/2016	201601273966	1,786.96
16-1950	01-043737	VERIZON WIRELESS	CELL PHONE CHARGES	1/2016	9758983445	20.04
16-1955	01-13258	BUGMASTER INC.	PEST CONTROL	1/2016	201601273970	144.00
DEPARTMENT TOTAL:						3,085.46
DEPARTMENT: 04 LAW						
16-1935	01-23080	WEST GROUP	LIBRARY PLAN CHARGES	1/2016	833268620	115.20
DEPARTMENT TOTAL:						115.20
DEPARTMENT: 05 MUNICIPAL COURT						
16-1872	01-19370	ROBERT MERLE TRIPP	WARNING BOOKS	1/2016	201601273967	286.00
DEPARTMENT TOTAL:						286.00
DEPARTMENT: 07 POLICE-TRAFFIC DIVISION						
16-1940	01-01250	ALTUS CLEANERS, INC	LAUNDRY	1/2016	201601273968	544.58
16-1844	01-045149	POCKET PRESS INC.	TRAFFIC LAW BOOKS	1/2016	82108	359.60
DEPARTMENT TOTAL:						904.18
DEPARTMENT: 08 POLICE-DETECTIVE DIV						
16-1940	01-01250	ALTUS CLEANERS, INC	LAUNDRY	1/2016	201601273968	400.88
DEPARTMENT TOTAL:						400.88

Attachment: CITY CLAIMS LIST (1176 : Claims List)

FUND: 01 - GENERAL FUND (01)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 09 POLICE ADMINISTRATION						
16-1940	01-01250	ALTUS CLEANERS, INC	LAUNDRY	1/2016	201601273968	112.02
16-1937	01-045039	CANNON FINANCIAL INC.	COPIER LEASE	1/2016	15531953	130.76
16-1217	01-07094	GLOCK, INC	GLOCK 22P PRACTICE PISTOL	1/2016	S1-0106133	469.00
DEPARTMENT TOTAL:						711.78
DEPARTMENT: 10 POLICE-ANIMAL CONTROL						
16-1974	01-01490	CENTERPOINT ENERGY RESOURCEN	NATURAL GAS	1/2016	201601283974	276.53
16-1938	01-045039	CANNON FINANCIAL INC.	COPIER LEASE	1/2016	15531953-1	100.81
DEPARTMENT TOTAL:						377.34
DEPARTMENT: 11 FIRE DEPARTMENT						
16-1963	01-01250	ALTUS CLEANERS, INC	LAUNDRY SERVICE	1/2016	201601283980	496.80
16-1951	01-01490	CENTERPOINT ENERGY RESOURCEN	NATURAL GAS	1/2016	201601273965	414.72
16-0318	01-041267	CASCO FIRE	BUNKER GEAR	1/2016	158858	4,620.00
16-1950	01-043737	VERIZON WIRELESS	CELL PHONE CHARGES	1/2016	9758846403	21.91
16-1964	01-044872	XEROX BUSINESS SERVICES LLC	SUPPORT CONTRACT RENEWAL	1/2016	1231003	795.00
16-1955	01-13258	BUGMASTER INC.	PEST CONTROL	1/2016	201601273970	94.00
DEPARTMENT TOTAL:						6,442.43
DEPARTMENT: 13 PARKS						
16-1933	01-042139	KENNY'S SIGN GRAPHX, LLC	SIGNS	1/2016	16011	385.00
16-1901	01-043168	M & R UPHOLSTERY	Truck Seats	1/2016	365829	600.00
16-1955	01-13258	BUGMASTER INC.	PEST CONTROL	1/2016	201601273970	80.00
16-1973	01-19256	AIRGAS MID-SOUTH, INC.	CYLINDER LEASE RENEWAL	1/2016	9932580127	97.75
16-1620	01-23021	WAL MART COMMUNITY BRC	CONCESSION	12/2015	008801	245.92
DEPARTMENT TOTAL:						1,408.67
DEPARTMENT: 14 CEMETERY						
16-1902	01-043168	M & R UPHOLSTERY	Flags	1/2016	365835	105.00
16-1955	01-13258	BUGMASTER INC.	PEST CONTROL	1/2016	201601273970	68.00
DEPARTMENT TOTAL:						173.00

Attachment: CITY CLAIMS LIST (1176 : Claims List)

FUND: 01 - GENERAL FUND (01)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15 BLDG MAINT						
16-1929	01-044592	ANDREW'S HEAT & AIR CONDIT	IDOC WORK CENTER	1/2016	1134	245.00
16-1955	01-13258	BUGMASTER INC.	PEST CONTROL	1/2016	201601273970	164.00
DEPARTMENT TOTAL:						409.00
DEPARTMENT: 23 FLEET MAINTENANCE						
16-1955	01-13258	BUGMASTER INC.	PEST CONTROL	1/2016	201601273970	64.00
DEPARTMENT TOTAL:						64.00
DEPARTMENT: 24 RECREATION						
16-1808	01-18030	RENT CITY OF ALTUS, INC.	BASKETBALL GYM	1/2016	44152	297.00
DEPARTMENT TOTAL:						297.00
DEPARTMENT: 27 EMERGENCY SERVICES						
16-1909	01-043892	WEBER DIESEL	GENERATOR REPAIR	1/2016	83508	554.00
DEPARTMENT TOTAL:						554.00
DEPARTMENT: 29 INFORMATION SYSTEMS						
16-1980	01-044778	ACCELA	Accela January	1/2016	INV-ACC17267	1,245.00
16-1921	01-09028	TYLER TECHNOLOGIES-INCODE	DAnnual renewal	1/2016	025-144993	545.19
DEPARTMENT TOTAL:						1,790.19
DEPARTMENT: 32 POOL						
16-1951	01-01490	CENTERPOINT ENERGY RESOURC	NATURAL GAS	1/2016	201601273965	1,499.32
16-1955	01-13258	BUGMASTER INC.	PEST CONTROL	1/2016	201601273970	48.00
DEPARTMENT TOTAL:						1,547.32
DEPARTMENT: 33 FINANCE DEPARTMENT						
16-1903	01-043454	ADVANTAGE OFFICE PRODUCTS,	OFFICE SUPPLIES	1/2016	0246509-001	100.82
DEPARTMENT TOTAL:						100.82

Attachment: CITY CLAIMS LIST (1176 : Claims List)

FUND: 01 - GENERAL FUND (01)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
<hr/>						
DEPARTMENT: 41		PUBLIC GOLF COURSE				
16-1975	01-041825	CABLE ONE	INTERNET SERVICE	1/2016	201601283973	83.76
16-1955	01-13258	BUGMASTER INC.	PEST CONTROL	1/2016	201601273970	72.00
DEPARTMENT TOTAL:						155.76
FUND TOTAL:						22,916.91

Attachment: CITY CLAIMS LIST (1176 : Claims List)

FUND: 03 - WORKERS COMP FUND (03)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
-------	----------	------	---------------------	------	---------	--------

DEPARTMENT: 02      WORKMANS COMP

16-1968	01-043250	CROWE & DUNLEVY	JAMES VS COA IN#595761	1/2016	595761	93.50
16-1919	01-044941	MITCHELL PHARMACY SOLUTIONS	SW/C MED FILL DONNA WEBB	1/2016	4432549	50.25
16-1946	01-044941	MITCHELL PHARMACY SOLUTIONS	SW/C PHARMACY MEACHAM	1/2016	4444372	199.44

DEPARTMENT TOTAL: 343.19

FUND TOTAL: 343.19

Attachment: CITY CLAIMS LIST (1176 : Claims List)

FUND: 04 - ASSURANCE FUND (04)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
-------	----------	------	---------------------	------	---------	--------

DEPARTMENT: 02 ADMINISTRATIVE SERVICES

16-1967	01-043374	INFINISOURCE COBRA ADMINISTFBA MONTHLY ADMN SERVICE	1/2016	716481	139.50
---------	-----------	---	--------	--------	--------

DEPARTMENT TOTAL: 139.50

FUND TOTAL: 139.50

Attachment: CITY CLAIMS LIST (1176 : Claims List)

FUND: 10 - ALTUS RECREATION FUND

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
-------	----------	------	---------------------	------	---------	--------

DEPARTMENT: 02      ADMINISTRATION

16-1954	01-044476	MGW ENTERPRISE, LLC	BOYS BASKETBALL	1/2016	046919972	5,152.00
---------	-----------	---------------------	-----------------	--------	-----------	----------

DEPARTMENT TOTAL: 5,152.00

FUND TOTAL: 5,152.00

Attachment: CITY CLAIMS LIST (1176 : Claims List)

FUND: 14 - AIRPORT FUND (14)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
-------	----------	------	---------------------	------	---------	--------

DEPARTMENT: 31		AIRPORT				
16-1955	01-13258	BUGMASTER INC.	PEST CONTROL	1/2016	201601273970	45.00
DEPARTMENT TOTAL:						45.00
FUND TOTAL:						45.00

Attachment: CITY CLAIMS LIST (1176 : Claims List)



FUND: 01 - GENERAL FUND (01)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 02 ADMINISTRATIVE SERVICES						
16-2048	01-041406	CRAWFORD & ASSOCIATES, P.C.	PROFESSIONAL SERVICES	2/2016	9544	1,395.00
16-1998	01-043281	HAMPTON INN	HOTEL RESERVATIONS	1/2016	34573	178.00
16-2005	01-043403	AT&T, INC	TELEPHONE SERVICE	2/2016	201602024000	3,107.02
16-2002	01-043737	VERIZON WIRELESS	TELECOMMUNICATION SERVICE	2/2016	975893443	40.01
16-2003	01-043737	VERIZON WIRELESS	CELL PHONE CHARGES	2/2016	9758983444	105.66
16-2053	01-10042	JACKSON CO. HEALTH DEPART	HEPATITIS VACCINE	2/2016	201602044021	60.00
16-1982	01-10063	JANUS SUPPLY CO., INC	CITY HALL CLEANING SUPPLY	2/2016	91417	341.80
DEPARTMENT TOTAL:						5,227.49
DEPARTMENT: 04 LAW						
16-2020	01-23080	WEST GROUP	LIBRARY PLAN CHARGES	2/2016	833268621	422.30
DEPARTMENT TOTAL:						422.30
DEPARTMENT: 07 POLICE-TRAFFIC DIVISION						
16-2021	01-01250	ALTUS CLEANERS, INC	LAUNDRY	2/2016	201602024002	204.58
16-1752	01-044116	COPS	FLEECE JACKETS	1/2016	20160101	367.65
16-2041	01-044715	JOE BARRETT	SETTLEMENT	2/2016	201602044022	9,300.00
16-1979	01-044771	GOODYEAR	POLICE TIRES	2/2016	275-1002676	1,399.24
16-2055	01-044937	BILLY FOWLER	TUITION REIMBURSEMENT	2/2016	201602044023	834.75
DEPARTMENT TOTAL:						12,106.22
DEPARTMENT: 08 POLICE-DETECTIVE DIV						
16-2021	01-01250	ALTUS CLEANERS, INC	LAUNDRY	2/2016	201602024002	265.95
16-1934	01-01260	FRANK H BELLIZZI	EMERGENCY SERVICE	1/2016	12287	110.00
16-2003	01-043737	VERIZON WIRELESS	CELL PHONE CHARGES	2/2016	9758983444	167.11
DEPARTMENT TOTAL:						543.06
DEPARTMENT: 09 POLICE ADMINISTRATION						
16-2021	01-01250	ALTUS CLEANERS, INC	LAUNDRY	2/2016	201602024002	55.02
16-1993	01-042929	JACKSON COUNTY SHERIFF DEPA	INMATE MEDS	2/2016	201602023997	72.00
16-2003	01-043737	VERIZON WIRELESS	CELL PHONE CHARGES	2/2016	9758983444	212.99
DEPARTMENT TOTAL:						340.01

Attachment: CITY CLAIMS LIST (1176 : Claims List)

FUND: 01 - GENERAL FUND (01)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 10 POLICE-ANIMAL CONTROL						
16-2001	01-041825	CABLE ONE	INTERNET SERVICE	2/2016	201602023995	48.70
16-2003	01-043737	VERIZON WIRELESS	CELL PHONE CHARGES	2/2016	9758983444	32.53
DEPARTMENT TOTAL:						81.23
DEPARTMENT: 11 FIRE DEPARTMENT						
16-2047	01-01250	ALTUS CLEANERS, INC	MONTHLY LAUNDRY	2/2016	201602044019	270.64
16-1999	01-01490	CENTERPOINT ENERGY RESOURCEN	NATURAL GAS	2/2016	201602023998	228.84
16-1991	01-03274	CLINTON LAUNDRY & CLEANERS,	MONTHLY SERVICE	2/2016	201602023992	546.90
16-2033	01-041064	OKLA TURNPIKE AUTHORITY	PIKE PASS	2/2016	20160196111	6.10
16-2002	01-043737	VERIZON WIRELESS	TELECOMMUNICATION SERVICE	2/2016	975893443	160.04
DEPARTMENT TOTAL:						1,212.52
DEPARTMENT: 12 STREET DEPARTMENT						
16-1958	01-043550	NAPA AUTO PARTS	BATTERY'S UNIT 109	2/2016	219195	207.26
DEPARTMENT TOTAL:						207.26
DEPARTMENT: 13 PARKS						
16-1957	01-043550	NAPA AUTO PARTS	TRANSMISSION UNIT 463	1/2016	218824	1,476.75
16-1976	01-044588	PRAJEDIS VILLARREAL, JR. -	TREE STUMPS REMOVAL	2/2016	201602044018	950.00
16-2013	01-15158	O'REILLY AUTOMOTIVE INC.	ALT. & PULLEY	2/2016	0322-160379	178.35
DEPARTMENT TOTAL:						2,605.10
DEPARTMENT: 14 CEMETERY						
16-2022	01-043166	REYES ELECTRIC, L.L.C.	LABOR AND MATERIAL	2/2016	201602034014	310.00
16-2002	01-043737	VERIZON WIRELESS	TELECOMMUNICATION SERVICE	2/2016	975893443	40.01
16-2003	01-043737	VERIZON WIRELESS	CELL PHONE CHARGES	2/2016	9758983444	46.33
DEPARTMENT TOTAL:						396.34
DEPARTMENT: 15 BLDG MAINT						
16-1999	01-01490	CENTERPOINT ENERGY RESOURCEN	NATURAL GAS	2/2016	201602023998	401.31
16-2010	01-043166	REYES ELECTRIC, L.L.C.	CITY GYM	2/2016	201602024003	625.00
16-1960	01-10063	JANUS SUPPLY CO., INC	GYM/OFFICE CLEANING SUPPL	1/2016	91406	150.58
16-1444	01-13237	THE MILLS CO.	ROOF REPAIR	2/2016	201602034015	4,964.00
DEPARTMENT TOTAL:						6,140.89

Attachment: CITY CLAIMS LIST (1176 : Claims List)

FUND: 01 - GENERAL FUND (01)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 20 PLANNING DEPARTMENT						
16-2040	01-043146	STANDLEY SYSTEMS	COPIER LEASES	2/2016	INV579752	341.84
16-2002	01-043737	VERIZON WIRELESS	TELECOMMUNICATION SERVICE	2/2016	975893443	160.04
16-2003	01-043737	VERIZON WIRELESS	CELL PHONE CHARGES	2/2016	9758983444	161.14
16-2017	01-044675	ENCODEPLUS, LLC	Zoning Code	2/2016	1176	4,250.00
DEPARTMENT TOTAL:						4,913.02
DEPARTMENT: 23 FLEET MAINTENANCE						
16-2003	01-043737	VERIZON WIRELESS	CELL PHONE CHARGES	2/2016	9758983444	17.65
DEPARTMENT TOTAL:						17.65
DEPARTMENT: 24 RECREATION						
16-1999	01-01490	CENTERPOINT ENERGY RESOURCEN	NATURAL GAS	2/2016	201602023998	1,385.15
16-1849	01-10063	JANUS SUPPLY CO., INC	CLEANING SUPPLIES GYM	1/2016	91393	302.10
DEPARTMENT TOTAL:						1,687.25
DEPARTMENT: 27 EMERGENCY SERVICES						
16-2002	01-043737	VERIZON WIRELESS	TELECOMMUNICATION SERVICE	2/2016	975893443	40.01
16-2003	01-043737	VERIZON WIRELESS	CELL PHONE CHARGES	2/2016	9758983444	17.65
16-2000	01-08052	HARMON ELECTRIC ASSOC., INC	ELECTRIC SERVICE	2/2016	201602023999	62.93
DEPARTMENT TOTAL:						120.59
DEPARTMENT: 29 INFORMATION SYSTEMS						
16-2005	01-043403	AT&T, INC	TELEPHONE SERVICE	2/2016	201602024000	125.97
16-2003	01-043737	VERIZON WIRELESS	CELL PHONE CHARGES	2/2016	9758983444	125.66
DEPARTMENT TOTAL:						251.63
DEPARTMENT: 32 POOL						
16-1776	01-08190	HOLLIS PLUMBING, INC.	repair hot water heater	1/2016	9787	450.00
DEPARTMENT TOTAL:						450.00

Attachment: CITY CLAIMS LIST (1176 : Claims List)

FUND: 01 - GENERAL FUND (01)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 33 FINANCE DEPARTMENT						
16-2007	01-15182	OMCTFOA	THE INSTITUTE	2/2016	V0001291	998.00
DEPARTMENT TOTAL:						998.00
DEPARTMENT: 34 PERSONNEL DEPARTMENT						
16-1985	01-042483	GREAT PLAINS - SHRM CHAPTER	MEMBERSHIP	1/2016	201602023994	90.00
16-2003	01-043737	VERIZON WIRELESS	CELL PHONE CHARGES	2/2016	9758983444	40.01
DEPARTMENT TOTAL:						130.01
DEPARTMENT: 38 CITY CLERK-TREASURER						
16-2004	01-043146	STANDLEY SYSTEMS	COPIER LEASE	2/2016	INV577819	186.66
16-2040	01-043146	STANDLEY SYSTEMS	COPIER LEASES	2/2016	INV579815	194.50
16-1947	01-15086	OSU BUSINESS EXTENSION	MUNICIPAL CLERK ACADEMY	2/2016	V0001275	499.00
DEPARTMENT TOTAL:						880.16
DEPARTMENT: 41 PUBLIC GOLF COURSE						
16-2039	01-01490	CENTERPOINT ENERGY RESOURCES	NATURAL GAS	2/2016	201602044016	519.69
16-2003	01-043737	VERIZON WIRELESS	CELL PHONE CHARGES	2/2016	9758983444	48.32
DEPARTMENT TOTAL:						568.01
FUND TOTAL:						39,298.74

Attachment: CITY CLAIMS LIST (1176 : Claims List)

FUND: 03 - WORKERS COMP FUND (03)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
-------	----------	------	---------------------	------	---------	--------

DEPARTMENT: 02      WORKMANS COMP

16-2012	01-02310	BUNKER HILL PHARMACY, INC. W/C PHARMACY FILLS		2/2016	201602023991	225.70
---------	----------	---	--	--------	--------------	--------

16-2011	01-043833	MEDICAL CLAIMS REVIEW SERVIAUDIT CHARGES		2/2016	1301	38.42
---------	-----------	--	--	--------	------	-------

DEPARTMENT TOTAL:      264.12

FUND TOTAL:      264.12

Attachment: CITY CLAIMS LIST (1176 : Claims List)

FUND: 10 - ALTUS RECREATION FUND

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
-------	----------	------	---------------------	------	---------	--------

DEPARTMENT: 02      ADMINISTRATION

16-2016	01-044393	DR. PERPPER	BOYS BASKETBALL	2/2016	222826	1,215.00
16-2015	01-044476	MGW ENTERPRISE, LLC	BOYS BASKETBALL	2/2016	323074962	3,584.00

DEPARTMENT TOTAL:      4,799.00

FUND TOTAL:      4,799.00

Attachment: CITY CLAIMS LIST (1176 : Claims List)

FUND: 14 - AIRPORT FUND (14)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
-------	----------	------	---------------------	------	---------	--------

DEPARTMENT: 31 AIRPORT

16-1999	01-01490	CENTERPOINT ENERGY RESOURCENATURAL GAS		2/2016	201602023998	941.50
16-1986	01-042886	HOOTEN OIL CO., INC	JET A FUEL	1/2016	0726567-IN	11,871.68
16-2003	01-043737	VERIZON WIRELESS	CELL PHONE CHARGES	2/2016	9758983444	27.65
16-1904	01-045155	TAYLOR INSULATION	INSULATE BLOCK HOUSE	1/2016	58626	800.00

DEPARTMENT TOTAL: 13,640.83

FUND TOTAL: 13,640.83

Attachment: CITY CLAIMS LIST (1176 : Claims List)

FUND: 16 - HOTEL/MOTEL TAX FUND (16)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
-------	----------	------	---------------------	------	---------	--------

DEPARTMENT: 32	HOTEL/MOTEL TAX DEPT				
----------------	----------------------	--	--	--	--

16-2008	01-12051	ALTUS SOUTHWEST AREA	HOTEL/MOTEL JANUARY 2016	2/2016	201602023996	3,293.98
---------	----------	----------------------	--------------------------	--------	--------------	----------

DEPARTMENT TOTAL:						3,293.98
-------------------	--	--	--	--	--	----------

FUND TOTAL:						3,293.98
-------------	--	--	--	--	--	----------

Attachment: CITY CLAIMS LIST (1176 : Claims List)



FUND: 29 - LANDFILL IMP FUND (29)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
-------	----------	------	---------------------	------	---------	--------

DEPARTMENT: 40 CAPITAL IMPROVEMENTS

16-0069	01-044984	BLUE SAGE SERVICES	CONSTRUCTION OF NEW 5	2/2016	1	255,070.14
---------	-----------	--------------------	-----------------------	--------	---	------------

DEPARTMENT TOTAL: 255,070.14

FUND TOTAL: 255,070.14

Attachment: CITY CLAIMS LIST (1176 : Claims List)

FUND: 33 - EMERGENCY 911 FUND (33)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
<hr/>						
DEPARTMENT: 37		EMERGENCY 911				
16-1992	01-10091	LAW ENFORCEMENT PSYCHOLOGIC2 MMPI		2/2016	3605	160.00
					DEPARTMENT TOTAL:	160.00
					FUND TOTAL:	160.00

Attachment: CITY CLAIMS LIST (1176 : Claims List)

FUND: 50 - STRATEGIC PLANNING GRANT

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
-------	----------	------	---------------------	------	---------	--------

DEPARTMENT: 40      STRATEGIC MIL PLAN GRANT

16-2052	01-045161	DUANE SMITH & ASSOCIATES	UPDATE OF THE SOUTHWEST	2/2016	201602044024	50,000.00
---------	-----------	--------------------------	-------------------------	--------	--------------	-----------

DEPARTMENT TOTAL:      50,000.00

FUND TOTAL:      50,000.00

Attachment: CITY CLAIMS LIST (1176 : Claims List)

Item No. \_\_\_\_\_

Date: February 16, 2016

## **AGENDA ITEM COMMENTARY**

**ITEM TITLE:** Consider, Discuss and Vote to Approve the Deferred Payment Plan for Delinquent Utility Bills as Outlined in Attached "Past Due Letter"

**INITIATOR:** City Manager, Chief Financial Officer

**STAFF INFORMATION SOURCE:** Jan Neufeld, CFO

**BACKGROUND:** Since the City currently has \$1,230,985.43 in uncollected utility bills the staff would like to mail out "past due letters" (see attached copy) to customers who are 90 days or more past due which accounts for \$851,352.49 of the \$1.2M uncollected. As part of this plan they will have two options to keep their services from being terminated. Option (1) is to pay their bill in full. If they chose this option we are prepared to remove some of the penalties from their account. Option (2) is to sign a deferred-payment plan to pay 10% of the arrears along with their current bill on or before the due date each month. If they don't take care of the past due account by using one of these options or if they don't follow up with the guidelines of Option (2) their service will be terminated without further notice and will not be restored without paying the balance in full including the disconnection fee. Since the Altus City Code Section 28-8(4) says that a delinquent notice shall: "Inform the delinquent customer(s) of their right to meet with a customer service representative who has the authority to resolve disputes, adjust the bill or negotiate a deferred-payment plan." we would like Council's approval of these guidelines for a deferred-payment plan with the understanding that the "customer service representative" referred to in the codes will be the City Manager and/or his/her designee.

**FUNDING:** N/A

**EXHIBITS:** City of Altus Codes, Section 28-8, past due letter

**COUNCIL ACTION:** Vote to approve the deferred payment plan for delinquent utility bills as outlined in attached "past due letter".

**STAFF RECOMMENDATION:** Stated Council Action

## UTILITIES

§ 28-10

**Sec. 28-8. Same—Delinquent notice.**

In the event that any such bill is not paid within fifteen (15) days of the billing date, then notice shall be given stating that the connection to the city electrical and water systems may be cut off on a date certain as shown on the delinquent notice. The notice shall:

- (1) Be sent as soon as practicable after the delinquent date to those customers that are delinquent.
- (2) Contain the balance due, including any delinquent penalty.
- (3) Contain the termination date which shall not be less than five (5) business days from the date of mailing of the delinquent notice, inclusively.
- (4) Inform the delinquent customer(s) of their right to meet with a customer service representative who has the authority to resolve disputes, adjust the bill or negotiate a deferred-payment plan.
- (5) Inform the delinquent customer of the office hours during which the customer service representative is available.

(Ord. No. 90-05, § 4, 2-6-90)

**Sec. 28-9. Same—Delinquent penalty.**

The delinquent penalty shall be ten (10) percent of the unpaid balance. The delinquent penalty shall be added to the unpaid balance. The unpaid balance shall accumulate until paid. The delinquent penalty shall be assessed effective on the day of delinquency as shown on the bill.

(Ord. No. 90-05, § 4, 2-6-90)

**Sec. 28-10. Same—Service termination for nonpayment.**

All terminations for nonpayment shall comply with the guidelines as follows:

- (1) *Timing.* Service termination:
  - a. Will be made between the hours of 9:00 a.m. and 4:00 p.m.
  - b. Will be made only on Monday through Thursday.
  - c. Shall not be made on any Friday or any day immediately preceding a city-recognized holiday.
- (2) *Notice.* Notice shall:
  - a. Be left at each residence where service is terminated.
  - b. Contain the:
    1. Balance due, including all additional charges.
    2. Procedure for reconnection.
    3. Procedure for arranging a deferred-payment plan.

February 17, 2016

Joe Smith  
123 Main ST  
Altus, OK 73521

Re: Altus Power Utility Account

Dear Mr. Smith:

This letter is to inform you that your utility bill with Altus Power is past due; this includes electric, water, sewer and sanitation. To avoid interruption of service without further notice, your account must be caught up by March 15, 2016.

The following options are available:

1. Pay the entire bill. If this option is chosen, some penalties may be removed.
2. Sign a deferred-payment plan. The payment plan guidelines are as follows:
  - a. 10% of the arrears must be paid monthly in addition to the current bill.
  - b. Your current utility bill plus the payment plan amount must be paid in full each month on or before the due date.
  - c. Failure to follow these guidelines will result in services being **terminated without further notice**.

If you desire to sign a deferred-payment plan, please come to our office located at 509 S Main Street, Altus OK. If the bill is not paid in its entirety or a deferred-payment plan signed by March 15, 2016, **service will be terminated** on March 16, 2016.

This policy will be governed by the City Manager and/or his designee.

Sincerely,

*Altus Power*

Attachment: past due letter Final (1178 : Delinquent Utility Bills)

Item No. \_\_\_\_\_

Date: February 16, 2016

## **AGENDA ITEM COMMENTARY**

**ITEM TITLE:** Consider, Discuss and Vote to Approve a Revised Lease Agreement with Luigi's Restaurant Located at the Greens of Altus, City Golf Course; with City to Lease the Ball Room and Fireside Room; Revising the Monthly Lease Payment to be \$1000; Changing the Sale of Beer Provisions; or Take Any Other Appropriate Action.

**INITIATOR:** Assistant City Manager; Luigi's

**STAFF INFORMATION SOURCE:** City Attorney

**BACKGROUND:** Due to the conditions with the Clubhouse Roof and within the rooms leased by Luigi's at the Golf Course, Luigi's Restaurant would like a reduction in their leased portion which reduces the monthly lease amount. Under the 2014 Lease the City took over the operations of the Snack Bar and purchased beer from Lessee for resale in the Snack Bar. Under this 2016 Lease, Luigi's will continue to sell beer in the Restaurant and the City will under its beer license, sell beer in the Snack Bar and elsewhere on the premises. Under the 2016 Lease, the City, not the Lessee, will rent the Ball Room and the Fireside Room. The City has constructed a wall between the Ball Room and Luigi's Restaurant, and is getting quotes on roof repairs. Staff recommends approval of this agenda item.

The Lessee has approved and signed this revised 2016 Lease.

**FUNDING:** N/A

**EXHIBITS:** 1) Draft Revised Lease with Exhibit A"; 2) 2014 Lease with Exhibit "A".

**COUNCIL ACTION:** Vote to Approve a Revised Lease Agreement with Luigi's Restaurant Located at the Greens of Altus, City Golf Course; with City to Lease the Ball Room and Fireside Room; Revising the Monthly Lease Payment to be \$1000; Changing the Sale of Beer Provisions; or Take Any Other Appropriate Action.

**STAFF RECOMMENDATION:** Stated Council Action

## **LEASE**

THIS LEASE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF ALTUS, OKLAHOMA, a municipal corporation, with a mailing address of 509 South Main Street, Altus, Oklahoma, hereinafter referred to as "Lessor," and JEFFERY CHARLES SCHAFFER, a married man, son-in-law of the predecessor in interest, Luigi "Geno" Graziani, , doing business as "Luigi's Pizzeria East of City, phone (580) 477-4106", with a mailing address of Box 834, Blair, OK 73526, hereinafter referred to as "Lessee":

### **WITNESSETH:**

**WHEREAS**, Lessor purchased in the spring of 2009 certain real property (2 tracts) in the W/2 of S 15, T2N, R 20W, known as the Elks Golf and Country Club, 20650 US Hwy 62, Altus, Jackson County, Oklahoma, and Lessee's predecessor in interest, has continued its lease under the previous owner's terms; and

**WHEREAS**, Lessor operates the facility as "The Greens of Altus", a municipal 9 hole golf course on the premises, with the Lessee occupying and controlling a portion of the clubhouse; and

**WHEREAS**, the Lessor and the Lessee have previously entered into a Lease Agreement in 2011 and 2014, and the purpose of this revised Lease Agreement is to reduce the portion leased by Lessee, allowing Lessor to occupy and rent a larger portion of the building, recognizing that Lessor has recently been issued a beer license/permit to sell beer on the premises, and to reduce the Lessee's monthly rent from \$2,000 to \$1,000; and

**WHEREAS**, Lessor and Lessee desire to enter into this revised Lease Agreement for a portion of the clubhouse as shown on attached Exhibit "A", under the terms as hereinafter enumerated, for the continued operation of Lessee's restaurant. Lessee shall have common use of areas shown on Exhibit "A" such as bathrooms, hallways, etc;

**WHEREAS**, this Lease supersedes all other Leases or Addendums.

### **I. RENT AND TERM**

Lessor agrees to lease to Lessee those portions of the building known as "The Greens of Altus Clubhouse", located outside the City limits with the following address, to-wit: 20650 US Hwy 62, County of Jackson, State of Oklahoma, as shown on the attached schematic drawing, marked as Exhibit "A", with other shaded areas of common use for both Lessor and Lessee (hallways, bathrooms) which leased premises include the areas known as the kitchen, dining room, and wait station which is about 2,958 square feet of leased space and an additional shared space of 3,080 square feet of the building. Lessee agrees to pay for the use of these leased premises the annual monthly rental of ONE THOUSAND AND NO 100 DOLLARS (\$1,000.00), payable on the 1st day of each month. If the monthly payment is not paid by the tenth day of the month a five percent (5%) late fee will be added to that month's bill.

Attachment: Luigis Pizzeria 2016 rev (1169 : Approve Revised Lease Agreement with Luigi's Restaurant at Golf Course)



Under the prior 2014 Lease, Lessee has just completed a one (1) year term and the beginning of the automatic renewal for four (4) more successive one (1) year terms. Lessor and Lessee agree that this revised 2016 Lease shall then terminate on July 1, 2016 and shall be subject thereafter to automatic renewal for three (3) more successive one (1) year terms, unless terminated by thirty (30) days' written notice by either party.

## **II. UTILITIES**

1. In addition to this monthly rent, Lessee further agrees to pay the monthly gas bill from CenterPoint Energy for the entire building, and Lessee's separate, monthly telephone bill and any other separate utilities used by Lessee, i.e. (cable TV, and/or internet service).
2. Lessor agrees to pay the cost of all other public utilities which pertain to its occupancy and use of this facility, including electricity and trash pickup. Lessor agrees to pay as part of the electric costs, the cost of the electric "Luigi's Restaurant" sign and any additional outdoor lighting installed at Lessor's request on the premises.

## **II. TERMS OF USE**

1. **RESTAURANT HOURS:** Lessee shall in writing inform Lessor of its hours of operation of the restaurant, which at execution of this Agreement is as follows:

Monday through Saturday	9 a.m. to 9 p.m.
Sunday	CLOSED

2. **SNACK BAR/ BEER SALES:** Lessor shall collect all fees from food and beverage operation at the Snack Bar, and shall keep the Snack Bar/Beverage Cart revenue. Lessee has agreed to provide to Lessor a pizza display case. Lessor shall, at its expense, furnish all personnel, procure and maintain current food handlers permits for the Snack Bar. As to the sale of beer, Lessee shall sell all beer under its Restaurant operations, and Lessor shall sell beer at the Snack Bar and elsewhere on the premises.

4. **RENTAL OF LESSOR AREAS:** Lessor shall be responsible for the renting of any portions of the building under its control, including the Ballroom and the Fireside Room, as shown on Exhibit "A", attached and shall get the rental revenue.

5. **SIGNS OR ALTERATIONS:** Lessee shall not erect any signage on the outside of the building, nor make any alteration, additions, or substantial improvements, including painting or changing floor surfaces, without the written consent of the Lessor.

6. **MAINTENANCE:** Lessor shall be responsible for reasonable building maintenance of its leased premises. Lessor shall maintain the heating and air conditioning systems, outside plumbing systems including any necessary line replacements, windows, roof and outside of the building. Lessee shall furnish its own light bulbs and be responsible for any

inside plumbing repairs caused by its operations or rental of its facilities. Lessor shall continue to provide insurance on the building, but not insurance on Lessee's equipment. Lessee shall provide janitorial services for those portions occupied and rented by Lessee; Lessor shall provide janitorial services for the remaining portions of the building.

7. **MISCELLANEOUS REPAIRS, CHANGES:** Lessor agrees to fix the light at the front of the building, as requested by Lessee. Lessor further agrees to have an electrician hook up the outside "Luigi's Restaurant" sign to the building's electricity, at its expense.

8. **INDEPENDENT CONTRACTOR:** Lessee shall be considered an independent contractor and Lessor shall have no right of direction, supervision or control over Lessee's employees, except as may be provided in this Agreement.

9. **ASSIGNMENT OF LEASE:** Lessee shall not assign this Lease or sublet the same without written consent of the Lessor.

10. **SAVE HARMLESS:** Lessee shall save harmless the Lessor from all suits, actions, claims, or penalties imposed or brought on account of any neglect or misconduct by Lessee or any employee or agent of the Lessee that causes any injuries or damages to persons or property on the leased premises. Lessee shall save harmless the Lessor from all suits, actions, claims, or penalties imposed or brought on account of any violations of federal, state, or local laws regarding chemicals and those brought on account of restaurant operations on the leased premises.

THIS AGREEMENT supersedes all other Leases or Addendums between the parties and shall be binding on the heirs, personal representatives, successors and assigns of the parties hereto.

DATED at Altus, Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**LESSOR:**

**THE CITY OF ALTUS, OKLAHOMA**  
a municipal corporation

(SEAL)

By: \_\_\_\_\_  
JACK SMILEY, Mayor

ATTEST:

\_\_\_\_\_  
DEBBIE DAVIS, City Clerk

**LESSEE:**

**JEFFERY CHARLES SCHAFER,**  
D/B/A “Luigi’s Pizzeria”

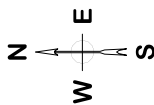
---

Attachment: Luigis Pizzeria 2016 rev (1169 : Approve Revised Lease Agreement with Luigi's Restaurant at Golf Course)



# City of Altus

Greens of Altus



## Building Use Legend

City of Altus:		9860 SF
Luigi's:		2958 SF
Common / Dual:		3080 SF

## LEASE

THIS LEASE, made this 1st day of July, 2014, by and between the CITY OF ALTUS, OKLAHOMA, a municipal corporation, with a mailing address of 509 South Main Street, Altus, Oklahoma, hereinafter referred to as "Lessor," and JEFFERY CHARLES SCHAFFER, a married man, son-in-law of the predecessor in interest, Luigi "Geno" Graziani, , doing business as "Luigi's Pizzeria East of City, phone (580) 477-4106", with a mailing address of Box 834, Blair, OK 73526, hereinafter referred to as "Lessee":

### WITNESSETH:

**WHEREAS**, Lessor purchased in the spring of 2009 certain real property (2 tracts) in the W/2 of S 15, T2N, R 20W, known as the Elks Golf and Country Club, 20650 US Hwy 62, Altus, Jackson County, Oklahoma, and Lessee's predecessor in interest, has continued its lease under the previous owner's terms; and

**WHEREAS**, Lessor operates the facility as "The Greens of Altus", a municipal 9 hole golf course on the premises, with the Lessee occupying and controlling a portion of the clubhouse; and

**WHEREAS**, Lessor and Lessee desire to enter into a Lease Agreement for a substantial portion of the clubhouse as shown on attached Exhibit "A", under the terms as hereinafter enumerated, for the continued operation of Lessee's restaurant. Lessee shall have common use of areas shown on Exhibit "A" such as bathrooms, hallways, etc.

### I. RENT AND TERM

1. Lessor agrees to lease to Lessee those portions of the building known as "The Greens of Altus Clubhouse", located outside the City limits with the following address, to-wit: 20650 US Hwy 62, County of Jackson, State of Oklahoma, as shown on the attached schematic drawing, marked as Exhibits "A", with other shaded areas of common use for both Lessor and Lessee (hallways, bathrooms) which leased premises include the areas known as the Fireside Room, kitchen, dining room, wait station, and ballroom and which is about two-thirds ( 2/3) of the building. Lessee agrees to pay for the use of these leased premises the annual monthly rental of TWO THOUSAND AND/NO 100 DOLLARS (\$2,000.00), payable on the 1st day of each month. If the monthly payment is not paid by the tenth day of the month a five percent (5%) late fee will be added to that month's bill. In addition to this monthly rent, Lessee further agrees to pay the monthly gas bill from Center Point Energy for the entire building, and Lessee's separate, monthly telephone bill and any other separate utilities used by Lessee, i.e. (cable TV, and/or internet service).

2. Lessor agrees to pay the cost of all other public utilities which pertain to this facility, including electric, water, sewer, and trash pickup. Lessor agrees to pay as part of the electric costs, the cost of the electric "Luigi's Restaurant" sign and any additional outdoor lighting installed at Lessor's request on the premises.

3. The term of this lease shall be for a period of one (1) year, beginning July 1, 2014, with the Lease being subject thereafter to automatic renewal for four (4) more successive one (1) year terms, unless terminated by thirty (30) days' written notice by either party.

## **II. TERMS OF USE**

1. **RESTAURANT HOURS:** Lessee shall in writing inform Lessor of its hours of operation of the restaurant, which at execution of this Agreement is as follows:

Monday through Saturday	9 a.m. to 9 p.m.
Sunday	CLOSED

2. **SNACK BAR OPERATED BY LESSOR:** Lessee agrees to switch over the Snack Bar operations to Lessor effective June 1, 2014. Lessee has to no objections to Lessor's beginning construction work in the Snack Bar area prior to execution of this Lease Agreement and Lessee shall remove the Coke machine. Lessor reserves the right to determine what items and/or brands of items it sells in the Snack Bar. Lessor shall collect all fees from food and beverage operation at the Snack Bar, and shall keep the Snack Bar/Beverage Cart revenue. Lessee has agreed to sell pizza to Lessor at the price of \$9.50 per whole pizza, for the Lessor to sell at the Snack Bar for \$2.00 per slice and further shall provide to Lessor a pizza display case. Lessor shall, at its expense, furnish all personnel, procure and maintain current food handlers permits for the Snack Bar.

3. **BEER SALES:** Lessor shall sell beer at the Snack Bar and at any Beverage Cart on the premises, all to serve the users of the golf course, at the price of \$2.00 per beer. Lessor shall buy the beer from Lessee and Lessor shall share with Lessee the revenue, with Lessor getting 75 cents, and Lessee getting 70 cents, both per sold can of beer. Lessee agrees to sell to Lessor the beer purchased under his beer license for Lessor to sell in its Snack Bar. Lessee shall maintain any required licenses and permits for selling beer and other alcoholic beverages for the operation of his restaurant, and the rental of any portions of the building under his control.

4. **RENTAL OF LESSEE AREAS:** Lessee shall be responsible for the renting of any portions of the building under his control as shown on Exhibit "A", attached and shall get the rental revenue. Lessee shall provide janitorial services for those portions leased by Lessee.

5. **SIGNS OR ALTERATIONS:** Lessee shall not erect any signage on the outside of the building, nor make any alteration, additions, or substantial improvements, including painting or changing floor surfaces, without the written consent of the Lessor.

6. **MAINTENANCE:** Lessor shall be responsible for reasonable building maintenance of its leased premises. Lessor shall maintain the heating and air conditioning systems, outside plumbing systems including any necessary line replacements, windows, roof and outside of the building. Lessee shall furnish its own light bulbs and be responsible for any inside plumbing repairs caused by its operations or rental of its facilities. Lessor shall continue to provide insurance on the building, but not insurance on Lessee's equipment.



7. MISCELLANEOUS REPAIRS, CHANGES: Lessor agrees to fix the light at the front of the building, as requested by Lessee. Lessor further agrees to have an electrician hook up the outside "Luigi's Restaurant" sign to the building's electricity, at its expense.

8. INDEPENDENT CONTRACTOR: Lessee shall be considered an independent contractor and Lessor shall have no right of direction, supervision or control over Lessee's employees, except as may be provided in this Agreement.

9. ASSIGNMENT OF LEASE: Lessee shall not assign this Lease or sublet the same without written consent of the Lessor.

10. SAVE HARMLESS: Lessee shall save harmless the Lessor from all suits, actions, claims, or penalties imposed or brought on account of any neglect or misconduct by Lessee or any employee or agent of the Lessee that causes any injuries or damages to persons or property on the leased premises. Lessee shall save harmless the Lessor from all suits, actions, claims, or penalties imposed or brought on account of any violations of federal, state, or local laws regarding chemicals and those brought on account of restaurant operations on the leased premises.

THIS AGREEMENT shall be binding on the heirs, personal representatives, successors and assigns of the parties hereto.

DATED at Altus, Oklahoma, this 3rd day of June, 2014.



  
DEBBIE DAVIS, City Clerk

LESSEE:

**THE CITY OF ALTUS, OKLAHOMA**  
a municipal corporation

By:   
DAVID WEBB, Mayor

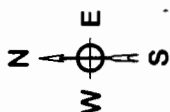
**JEFFERY CHARLES SCHAFER,**  
D/B/A "Luigi's Pizzeria"





# City of Altus


Greens of Altus



## Building Use Legend

City of Altus: 

Luigi's: 

Common / Duel: 



Item No. \_\_\_\_\_

Date: February 16, 2016

## **AGENDA ITEM COMMENTARY**

**ITEM TITLE:** Consider, Discuss and Vote to Approve Resolution No. 2016-\_\_\_\_ Appointing the Position of Assistant City Manager to Serve on the Election Committee (Board of Directors) of the Oklahoma Municipal Power Authority (OMPA), or Take Any Other Appropriate Action.

**INITIATOR:** OMPA Oklahoma Municipal Power Authority

**STAFF INFORMATION SOURCE:** City Attorney

**BACKGROUND:** The purpose of this agenda item is to change the “position” selected for Altus’s OMPA Board Member from “City Manager” to “Assistant City Manager.” For many years the City of Altus has had a Board Member on the Board of Directors of the Oklahoma Municipal Power Authority (OMPA). The procedure for appointing someone to represent the City of Altus on the OMPA Board is to pass a Resolution in the format required by OMPA. OMPA allows appointment to the Board by either “person or position”. Previously, by passage of Resolution No. 2014-37 on August 19, 2014, the City Council selected its OMPA Board representative by “position”, namely “City Manager”. Because of the vacancy in the position of City Manager, the City Council needs to approve a resolution selecting a different “position.” The draft OMPA City Elector Resolution recommends the position of “Assistant City Manager.”

**FUNDING:** N/A

**EXHIBITS:** Resolution No. 2016-\_\_\_\_

**COUNCIL ACTION:** Vote to Approve Resolution No. 2016-\_\_\_\_ Appointing the Position of Assistant City Manager to Serve on the Election Committee (Board of Directors) of the Oklahoma Municipal Power Authority (OMPA), or Take Any Other Appropriate Action.

**STAFF RECOMMENDATION:** Stated Council Action

**CITY COUNCIL RESOLUTION  
APPOINTING PERSON TO SERVE ON  
THE ELECTION COMMITTEE OF  
THE OKLAHOMA MUNICIPAL POWER AUTHORITY**

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE CITY COUNCIL (GOVERNING BODY) OF THE CITY OF ALTUS, OKLAHOMA, MET IN REGULAR SESSION AT THE COUNCIL CHAMBERS IN ALTUS, OKLAHOMA, ON THE 19<sup>TH</sup> DAY OF FEBRUARY, 2016 AT 6:30 O'CLOCK P.M.

PRESENT:

ABSENT:

THEREUPON, the following Resolution was introduced and read in full by the \_\_\_\_\_. Councilmember \_\_\_\_\_ moved passage of the Resolution, Councilmember \_\_\_\_\_ seconded the motion. The motion carrying with it the approval of said Resolution was approved by the following vote:

AYE:

NAY:

The Resolution so approved is as follows:

RESOLUTION NO. 2016 - \_\_\_\_

A RESOLUTION OF THE CITY OF ALTUS,  
OKLAHOMA, APPOINTING A REPRESENTATIVE TO  
SERVE ON THE ELECTION COMMITTEE OF THE  
OKLAHOMA MUNICIPAL POWER AUTHORITY.

WHEREAS, the City of Altus, Oklahoma, has by Resolution heretofore declared its intention to participate with the Oklahoma Municipal Power Authority ("OMPA") in the development of power supply resources under and pursuant to the provisions of the Oklahoma Municipal Power Authority Act and to appoint a representative to serve on the Election Committee of OMPA; and

WHEREAS, the City now deems it necessary and desirable to designate another person to serve as its representative on the OMPA Election Committee;

Attachment: City Elector OMPA Resolution 2016 (1168 : Change OMPA City Elector by Resolution No. 2016-\_\_\_\_)

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALTUS, OKLAHOMA:

SECTION 1. By this Resolution, the ASSISTANT CITY MANAGER (person or position), is hereby authorized to serve as the City of Altus, Oklahoma representative on the election committee of OMPA.

SECTION 2. This Resolution shall be in full force and effect from and after its passage.

PASSED AND ADOPTED this 19th day of February, 2016.

THE CITY COUNCIL OF THE CITY OF  
ALTUS, OKLAHOMA

By \_\_\_\_\_  
JACK SMILEY, Mayor

ATTEST:

(SEAL)

\_\_\_\_\_  
DEBBIE DAVIS, City Clerk

STATE OF OKLAHOMA                     )  
   )SS  
 COUNTY OF JACKSON                     )

I, the undersigned, the duly qualified and acting City Clerk of the City of Altus in said County and State, hereby certify that the attached copy of the Resolution is a true and complete copy of the Resolution duly adopted by the City Council of the City of Altus and approved by the Mayor on the date therein set out, and recorded in my office, and of the proceedings had in the adoption of said Resolution as shown by the records of my office.

I further certify that in conformity with Title 25, Oklahoma Statutes, 1981, Sections 301-314, I received notice of the meeting as required by law, and I did, or caused to be done, the following acts:

- A. At least 48 hours prior to said meeting, I received public notice in writing of the date, time and place of said meeting; and
- B. At least 24 hours prior to said meeting, (excluding Saturdays, Sundays and legal holidays declared by the State of Oklahoma), display public notice of said meeting in prominent view at the principal office of the City and at the location of said meeting, such notice setting forth thereon the date, time, place and agenda for said meeting;

and that the minutes of the meeting reflect the time and manner of such notice of the meeting required by the Oklahoma Open Meeting Act.

WITNESS my hand and seal of said City this \_\_\_\_\_ day of February, 2016.

\_\_\_\_\_  
 Debbie Davis, City Clerk

(SEAL)

Item No. \_\_\_\_\_

Date: February 16, 2016

## **AGENDA ITEM COMMENTARY**

**ITEM TITLE:** Consider, Discuss and Vote to Approve Resolution No. 2016-\_\_\_\_ Authorizing OMPA Filing of Applications with the Federal Regulatory Commission (FERC) on Behalf of the City of Altus, a Member City of OMPA for Waivers Under PURPA (Public Utility Regulatory Policies Act of 1978) or Take Any Other Appropriate Action

**INITIATOR:** Drake Rice at OMPA

**STAFF INFORMATION SOURCE:** City Attorney; Assistant City Manager

**BACKGROUND:** OMPA has sent a Memo to its Member Cities regarding FERC PURPA Filing, together with OMPA's Joint PURPA Implementation Plan and a Draft Resolution for each of its member cities to adopt. By approving Resolution No. 2016-\_\_\_\_ the City authorizes OMPA to make a FERC PURPA filing on behalf of the City.

City staff recommends passage of this PURPA Resolution.

**FUNDING:** N/A

**EXHIBITS:** 1) OMPA Memo to OMPA Member Cities re: Request to make FERC PURPA filing; 2) OMPA Joint PURPA Implementation Plan; and 3) Draft Resolution No. 2016 Authorizing OMPA to file FERC PURPA filing on behalf of the City of Altus.

**COUNCIL ACTION:** Vote to Approve Resolution No. 2016-\_\_\_\_ Authorizing OMPA Filing of Applications with the Federal Regulatory Commission (FERC) on Behalf of the City of Altus, a Member City of OMPA for Waivers Under PURPA (Public Utility Regulatory Policies Act of 1978) or Take Any Other Appropriate Action

**STAFF RECOMMENDATION:** Stated Council Action



# Memo

**To:** OMPA Member Cities  
**From:** Dave Osburn  
**Date:** ~~February 5, 2016~~ November 6, 2015  
**Re:** Request to make FERC PURPA filing

At its October meeting, the OMPA Board of Directors authorized staff to file at FERC (Federal Energy Regulatory Commission) requesting an exemption from certain PURPA requirements. PURPA is the Public Utilities Regulatory Policy Act of 1978 (which has been since amended).

## Background

The basic goal of PURPA is to require electric utilities to purchase the output of certain generating facilities that may locate in their service territories. Originally, this applied only to large generating facilities, but has since been amended to include any generating facility, which could include wind or solar. Utilities are required to purchase their output at either a negotiated rate or at "avoided cost". Utilities do have an option to waive this purchase requirement if there is an organized market available for the entity to sell its output into. The Southwest Power Pool's Integrated Marketplace would qualify. However, after talking with our FERC counsel, it is the position of FERC that only facilities of 20MW or greater have the capability (expertise or resources) to participate in such markets, therefore, waivers will likely not be granted for smaller (i.e., less than 20MW) facilities. These generating facilities are referred to as a Qualifying Facility (QF) under PURPA.

One of the primary concerns with this requirement is that it conflicts with the full-requirements provisions of our Power Sales Agreements, which are the backing for our bonds.

## Precedent & Solution

In our discussions with FERC counsel, we were made aware of an approach taken by at least one joint action agency, such as OMPA. The Missouri River Energy Services (Joint action agency with cities in North Dakota, South Dakota, Minnesota, and Iowa) filed for, and was granted, a waiver of the PURPA requirements on behalf of itself and its member cities. There are two parts to this filing.

As facilities greater than 20MW in size are eligible to participate in the SPP market, we can file a waiver request for OMPA and its member cities. OMPA, nor its member cities, would be required to purchase the output.

For smaller facilities requesting PURPA QF status, a separate waiver request would exempt the member cities from having to purchase the output, directing them instead to OMPA. OMPA would be required to enter into an agreement with any such QF facility.

## Recommendation

OMPA recommends your city council authorize the filing of the PURPA waiver request at FERC by OMPA on behalf of OMPA and its member cities. We have attached a draft resolution developed to meet the requirements of this filing. Please use this form.

FERC rules also require us to provide public notice regarding this waiver request, which we will do in local papers.

## What This Doesn't Do

This only applies to those facilities that request protection under the PURPA rules as a QF. For individual homeowners or businesses that wish to install solar panels and sell excess energy back to the city, this can be done under a local, city-passed tariff. OMPA allows this up to 1% of past peak demands with the adoption of the appropriate amendment to the Power Sales Agreement.

If you have questions regarding this request, please feel free to contact either Drake Rice at 405-359-2510, or myself at 405-359-2501.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING FILING OF APPLICATIONS WITH THE FEDERAL ENERGY REGULATORY COMMISSION (FERC) BY THE OKLAHOMA MUNICIPAL POWER AUTHORITY (OMPA) ON BEHALF OF \_\_\_\_\_ (PUBLIC TRUST), A MEMBER CITY OF OMPA, FOR WAIVERS UNDER THE PUBLIC UTILITY REGULATORY POLICIES ACT OF 1978 (PURPA) FOR FACILITIES GREATER THAN 20MW AND EXEMPTING PUBLIC TRUST FROM PURCHASE REQUIREMENTS REGARDING QUALIFYING FACILITIES AND ADOPTING RULES FOR COMPLIANCE WITH FERC'S PURPA REGULATIONS

WHEREAS, PURPA is the Public Utilities Regulatory Policy Act of 1978 and its basic goal is to require electric utilities, which includes OMPA and \_\_\_\_\_, hereinafter referred to as Public Trust, to purchase the output of certain generating facilities which may locate in their service territories at a negotiated rate or at "avoided cost"; and

WHEREAS, utilities do have an option to seek a waiver of this purchase requirement if there is an organized market available for the entity to sell its output into and the Southwest Power Pool's Integrated Marketplace qualifies as such a market; and

WHEREAS, FERC has taken the position that facilities of greater than 20MW have the capability, expertise, or resources to participate in such markets; and requests for waivers will be considered but generally not be granted for smaller facilities; and

WHEREAS, for facilities requesting PURPA Qualifying Facilities (QF) status, a separate waiver request would exempt Public Trust, a Member City of OMPA, from having to purchase the output, directing them instead to OMPA which would be required to assume that responsibility; and

WHEREAS, on October 8, 2015, the Board of Directors of OMPA passed Resolution No. 2015-10-E which authorized the filing of the above referenced applications for waivers on behalf of OMPA and any Member City which wished to join therein.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PUBLIC TRUST AS FOLLOWS:

Section 1. The above recitals are incorporated herein by reference as if fully restated.

Section 2. The filing of said waiver requests with FERC by OMPA on behalf of Public Trust is hereby approved all at the cost of OMPA.

Attachment: OMPA PURPA Resolution 2016 (1170 : Approve Resolution and OMPA PURPA Implementation Plan)



Section 3. Regarding the assumption by OMPA of the responsibility to purchase the output of facilities requesting PURPA Qualifying Facilities (QF) status in lieu of those Member Cities that wish to participate in the waiver application, the Board of Trustees hereby assigns to OMPA the responsibility for such purchases to OMPA and approves the assumption of said undertaking by OMPA.

Section 4. Attached hereto and incorporated herein by reference as if fully restated are OMPA's Rules for Compliance with FERC's PURPA Regulations which are hereby approved by the Board of Trustees to which Public Trust shall abide and provide, for any purchase obligation subject to these waiver requests, that (1) OMPA and Public Trust shall not avoid or frustrate the purpose of any PURPA-mandated obligation; (2) OMPA and Public Trust shall permit any facility with PURPA QF status to interconnect with OMPA's and Member Cities' transmission and distribution systems; (3) OMPA and Public Trust shall not charge duplicative fees to any facility with PURPA QF status for interconnection or wheeling; (4) OMPA shall not subject a facility with PURPA QF status to any duplicative charges or additional fees as a result of OMPA's purchase of power from a QF that would otherwise be purchased by any one of the Member Cities; and (5) the Public Trust interconnected with the QF shall sell any capacity and energy to the QF that is required by it.

Section 5. The Chair and Secretary of Public Trust be and each of them are hereby authorized to execute or accept such further documents and to take or cause to be taken any and all such further action as may be reasonably required on the part of the Public Trust to carry out, give effect to and consummate the transactions contemplated hereby.

ADOPTED by the Board of Trustees of the \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.

(SEAL)

\_\_\_\_\_  
Chair

Attest:

\_\_\_\_\_  
Secretary

## OKLAHOMA MUNICIPAL POWER AUTHORITY

### JOINT PURPA IMPLEMENTATION PLAN

#### I. Overview of Plan

This Joint PURPA Implementation Plan (“Plan”) sets forth the manner in which Oklahoma Municipal Power Authority (“OMPA”) and its authorizing member municipal cities (“authorizing Members”<sup>1</sup>) plan to implement the requirements imposed upon them under Section 210 of the Public Utility Regulatory Policies Act of 1978, as amended (“PURPA”) and the rules adopted by the Federal Energy Regulatory Commission (“FERC”) thereunder.

OMPA has drafted these rules to develop and coordinate implementation of a plan for meeting the obligations imposed on OMPA and the authorizing Members under Section 210 of PURPA and FERC’s Regulations thereunder. Before these rules go into effect with regard to any Member, a Member must adopt these rules through written authorization. Appendix I to this Plan is a list of the authorizing Members. This list will be updated to include additional authorizing Members as necessary.

OMPA and the authorizing Members are electric utilities subject to the purchase and sale obligations under PURPA. OMPA is a governmental agency of the State of Oklahoma and a body politic and corporate created pursuant to the Oklahoma Municipal Power Authority Act of 1981 and authorized by statute to jointly plan, finance, own and operate electric power supply facilities. OMPA was created with the purpose of providing adequate, reliable and economic sources of electric power and energy to Oklahoma municipalities and public trusts

---

<sup>1</sup> For purposes of this Plan, the term “authorized Members” may encompass certain municipal electric utilities that are located outside of Oklahoma and that purchase requirements capacity and energy service from OMPA. While these municipal electric systems are not official OMPA members, they may by submitting written authorization be included as “authorized Members.”

operating municipal electric systems. OMPA acts as a wholesale power supplier to 41 municipalities in the State of Oklahoma, two cities in Arkansas, and (as of January 1, 2016) one city in Texas. OMPA meets its power-supply obligations to its participants using generation owned by OMPA, contractual entitlements to generating capacity operated by some of its participants, and through various power purchase agreements.

The Plan reflects the policy of OMPA and the authorizing Members that will be jointly implemented to provide a program to facilitate cogeneration and small power production. The Plan is intended to advise the public of the basic approach and general guidelines for allowing QFs to interconnect with the electric utility systems of OMPA and the authorizing Members, to sell electric energy and capacity to OMPA, and to purchase retail electric service from the authorizing Members.

Under the Plan,

- OMPA will purchase all energy and capacity offered by QFs to OMPA or any of the authorizing Members (except with respect to QFs of greater than 20 MW as to which FERC grants OMPA waiver of its purchase obligation),
- Because 11 OKLA. STAT. §24-107(w)(i), prohibits OMPA from providing retail electric service, the authorizing Members will sell, at retail, all energy and capacity required by QFs located in their retail service territories.
- If a QF seeks to interconnect with OMPA-owned transmission facilities that are not located within the retail service territory of an authorizing Member, upon request OMPA will assist the QF in locating a supplier of supplemental, backup, maintenance, and interruptible power.

OMPA will offer a standard purchase rate or a negotiated rate for energy and capacity (if avoided) produced by QFs interconnected with OMPA or an authorizing Member. This

standard purchase rate will be determined by OMPA based on its “avoided cost,” *i.e.*, the costs to OMPA of the electric energy that OMPA would otherwise generate or purchase from another source if not purchased from the QF. The rate and methodology will be reviewed periodically, and will be subject to revision based on future changes to various factors, which may include OMPA’s delivered cost of fuel, plant generation characteristics, capacity needs, cost of purchased power, transmission costs, operating experience with QFs, OMPA’s (or SPP’s) ability to dispatch to the QF, the expected or demonstrated reliability of the QF, the terms of any legally enforceable obligation, the extent to which the QF’s scheduled outages can be usefully coordinated with those of OMPA, the usefulness of the QF’s energy and capacity during system emergencies and the QF’s ability to separate its load from its generation, the individual and aggregate value of energy and capacity from QFs, the smaller capacity increments and shorter lead times available with additions of capacity from QFs. OMPA reserves the right to analyze each QF’s cost impact and adjust rate provisions to reflect power supply characteristics.

Upon request by a QF located within an authorizing Member’s retail service territory, the Member shall offer supplemental, back-up, and maintenance power on a firm or interruptible basis. The authorizing Members will sell energy and capacity to QFs located within their retail service territories under their applicable retail tariffs or at rates equal to the rates to the authorizing Members’ other customers with similar load and other cost-related characteristics. Each authorizing Member has undertaken to sell energy and capacity at rates that are nondiscriminatory, just and reasonable, and in the public interest.

By implementing the purchase and sale requirements in this manner, the QFs will have a market for their power at rates comparable to the rates the authorizing Members could offer and will meet the needs of QFs for supplementary, back-up, and maintenance power in a manner consistent with the retail functions of the authorizing Members.

OMPA has not included a form of contract in the Plan since the purchases and sales rates will be calculated pursuant to the standard purchase rate, identified by tariff, or negotiated on a case-by-case basis. However, OMPA and the authorizing Members intend to require a contract be executed by each QF. Such contract will provide detailed terms and conditions including interconnection requirements, metering, rates, and those terms necessary to accommodate safety and reliability concerns.

OMPA intends to file with FERC, on behalf of OMPA and the authorizing Members, a petition seeking waiver of Sections 292.303(a) and 292.303(b) of FERC's Regulations<sup>2</sup> to permit the Plan to be placed in effect as proposed. If granted, the effect of the waiver will be to transfer the must-purchase obligation of the authorizing Members from them to OMPA. Additionally, OMPA intends to file with FERC one or more applications seeking waiver of OMPA's must-purchase obligation for QFs greater than 20MW pursuant to Section 292.309(a) of FERC's Regulations,<sup>3</sup> and waiver of OMPA's obligation to make sales of retail power to QFs, in recognition of the statutory prohibition against such sales by OMPA.

FERC has granted waivers under Section 202.303(a) and 292.303(b) in other similar situations.<sup>4</sup> OMPA and its authorizing Members are promulgating a Plan similar to those adopted by other cooperatives and joint action agencies and their members, with such additions as were deemed necessary to meet the PURPA requirements and FERC regulations. FERC has also granted waivers of must-purchase obligations with respect to QFs greater than 20MW pursuant to Section 292.309(a) in SPP<sup>5</sup> and for joint action agencies in other RTOS.<sup>6</sup>

<sup>2</sup> 18 CFR §§ 292.303(a) and (b) (2014).

<sup>3</sup> 18 CFR § 292.309(a).

<sup>4</sup> See *Oglethorpe Power Corp.*, 32 FERC ¶ 61,103 (1985), *reh'g granted in part and denied in part*, 35 FERC ¶ 61,069 (1986), *aff'd sub nom. Greensboro Lumber Co. v. FERC*, 825 F.2d 518 (D.C. Cir. 1987); *Seminole Electric Cooperative, Inc.*, 39 FERC ¶ 61,354 (1987); *Missouri Basin Municipal Power Agency*, 69 FERC ¶ 62,250 (1994); *Com Belt Cooperative*, 68 FERC ¶ 62,249 (1994); *Southern Illinois Power Cooperative*, 66 FERC ¶ 62,010 (1994); *Northwest Iowa Power Cooperative*, 57 FERC ¶ 62,079 (1991); *Soyland Power Cooperative, Inc.*, 50 FERC ¶ 62,072 (1990); *Western Farmers Electric Cooperative*, 115 FERC ¶ 61,323 (2006); *Missouri Basin Municipal Power Agency*, Docket No. EL09-13-000, Letter Order (Feb. 6, 2009); *Arkansas Public Service Comm'n, et al.*, Docket No. EL09-37-000, Letter Order (April 30, 2009); *Missouri River Energy Servs.*, 145 FERC ¶ 62,022 (2013).

<sup>5</sup> E.g., *Xcel Energy Servs., Inc.*, 122 FERC ¶ 61,048 (2008), *reh'g denied*, 124 FERC ¶ 61,073 (2008).

If the requested waivers are not granted, OMPA and the authorizing Members will take such other actions, if any, as may be required to comply with PURPA and the rules adopted thereunder by FERC.

OMPA and the authorizing Members believe that the integrated approach to PURPA implementation as described herein will not adversely affect QFs. Indeed, OMPA and the authorizing Members believe the proposed approach will facilitate the development of QFs.

## II. Introduction

### A. Intent of Plan

The Plan is intended to set forth the basic approach and general guidelines for allowing QFs to interconnect with OMPA and authorizing Members' electric utility systems in accordance with rules adopted by FERC implementing PURPA Section 210.

### B. Utilities Subject to Plan

OMPA and all Members that adopt the rules through written authorization, as listed in Appendix I, are subject to the Plan. The Plan addresses purchases from and sales to all QFs seeking to interconnect to transmission or distribution facilities owned by OMPA or any authorizing Member.

## III. Statement of Policy

### A. The Joint Policy

It is the policy of OMPA and the authorizing Members: (i) to permit any QF to interconnect with the electric systems of OMPA or any authorizing Member; (ii) to permit any QF to sell energy and capacity to OMPA at rates equal to OMPA's full avoided costs or at a negotiated rate; and (iii) to permit any QF to purchase supplemental, back-up and maintenance power from an authorizing Member on either a firm or interruptible basis, at rates that are nondiscriminatory, just and reasonable, and in the public interest. In order to effectuate this

---

<sup>6</sup> *E.g., Missouri River Energy Servs.*, 145 FERC ¶ 62,023 (2013) (approving a joint action agency's request to waive the must-purchase obligation for resources greater than 20 MW in MISO).

policy, OMPA and the authorizing Members expressly undertake the following obligations as a condition to the joint policy: (a) OMPA will be ready and willing to purchase power from any QF from which an authorizing Member would otherwise be required to purchase; (b) no QF will be subject to duplicative interconnection charges or duplicative charges for wheeling power to OMPA across the lines of an authorizing Member; (c) no QF will be subject to duplicative charges or additional fees as a result of OMPA's purchase of QF power that would otherwise be purchased by an authorizing Member; (d) no QF will be subject to duplicative interconnection charges or duplicative charges for wheeling of supplemental, back-up, or maintenance power from an authorizing Member; and (e) no QF interconnected directly with OMPA and purchasing supplemental, back-up, or maintenance power from an authorizing Member will be charged for the cost of facilities required to receive such power other than the cost of such facilities had the QF purchased such power from OMPA. OMPA and the authorizing Members' undertakings expressed above are, in each case, subject to the other express and implied terms and conditions of the Plan and the other requirements imposed by law.

Because this Plan outlines the basic approach that OMPA and the authorizing Members intend to use to fulfill their separate obligations under PURPA, OMPA and/or a given authorizing Member may modify it to the extent authorized by law if such utility determines that the modification is reasonably necessary. In addition, this Plan shall be modified as necessary or appropriate to comply with requirements imposed by FERC or any other governmental entity having jurisdiction over OMPA and/or the authorizing Members, or any other entity with authority to establish reliability requirements applicable to, or impose such requirements on, OMPA and/or the authorizing Members.

This Plan reflects an integrated approach to implementing OMPA's and the authorizing Members' obligations under PURPA and the FERC Rules. This approach recognizes the

function of OMPA as wholesale supplier to the authorizing Members and the retail service function of the authorizing Members, while assuring each QF of both a market for its power and any necessary back-up, maintenance, and supplemental service, on either a firm or interruptible basis. Pursuant to Section 292.303 (a) of FERC's Regulations,<sup>7</sup> an electric utility is obligated to purchase only the energy and capacity which is "made available" from a QF. Section 292.304(d) of FERC's Regulations<sup>8</sup> clarifies that each QF shall have the option to determine the amount of energy or capacity "available" for purchase. Accordingly, the Plan does not require a QF to sell all of its energy and capacity to OMPA, but rather just the amount the QF wishes to make "available" for such purchases.

No QF will be permitted to interconnect and operate in parallel with the electric system of OMPA or an authorizing Member without the prior knowledge and approval of such utility and without entering into a satisfactory written contract. A QF interconnecting with an authorizing Member and selling to OMPA will not be subject to duplicative interconnections or wheeling charges. To the extent that additional costs of wheeling (*i.e.*, beyond the authorizing Member's facilities) are necessitated by OMPA's purchases of the QF's power (rather than the authorizing Member's purchases), such costs will be borne by OMPA (rather than the QF). The Plan does not require any authorizing Member to transmit QF output in connection with sales to a purchaser other than OMPA.

Where a QF is interconnected to transmission or distribution facilities owned by OMPA or an authorizing Member and located within the retail service territory of an authorizing Member, the purchase of capacity and energy by the QF will be made pursuant to separate arrangements between the QF and the applicable authorizing Member and shall be in accordance with applicable law and the authorizing Member's applicable rates, rules, and regulations governing retail service. The terms of the arrangement between OMPA, the

---

<sup>7</sup> 18 CFR §292.303(a).

<sup>8</sup> 18 CFR §292.304(d).



authorizing Member, and the QF shall be consistent with the authorizing Member's tariff or consistent with rates to the authorizing Member's other customers with similar load or other cost-related characteristics.

Where a QF seeks to interconnect with OMPA-owned transmission facilities that are not located within the retail service territory of an authorizing Member, upon request OMPA will assist the QF in locating a supplier of supplemental, backup, maintenance, and interruptible power. OMPA makes no commitments regarding the availability of such suppliers, nor their rates and charges or terms of service.

#### B. Metering Requirements

OMPA and the authorizing Members require as a condition to the purchase of capacity and energy from a QF the installation of proper metering equipment to permit inclusion of the quantities in OMPA's monthly energy and capacity accounting. The amount of energy and capacity purchases from the QF by OMPA shall not normally be netted against the energy and capacity purchased by the QF from the authorizing Members, unless required by applicable rules and regulations adopted by entities having jurisdiction over OMPA and the authorizing Members.

OMPA shall adopt nondiscriminatory policies and procedures concerning metering requirements applicable to QFs as required. OMPA shall make such policies and procedures available to QFs for review.

#### C. Additional Interconnection Requirements

The following additional requirements shall apply to all purchases from QFs under the Plan:

- (i) The operator of the QF shall be responsible for all costs associated with electric interconnection of the QF to OMPA's or the authorizing Member's

system, including such automatic relaying and system protection which OMPA or the authorizing Member believes necessary for safety reasons, electric wiring and apparatus, protective equipment and an interconnection switch.

OMPA and the authorizing Members have the right to refuse to interconnect or to discontinue the QF's connection if wiring and apparatus do not meet appropriate safety requirements and all applicable codes, including, but not limited to, the National Electrical Code, National Electrical Safety Codes, or other local, state, or national codes.

- (ii) OMPA or the authorizing Members shall own, install and maintain the required metering equipment to integrate the input quantities into OMPA's monthly source energy and power accounting. The operator of the QF shall be responsible for all reasonable costs for purchase, installation and maintenance of such metering equipment and shall provide adequate access to its premises so that OMPA or the authorizing Members may install and maintain such metering equipment. OMPA or the authorizing Members may assess interconnection costs against a QF on a nondiscriminatory basis with respect to other customers with similar load characteristics and shall determine how such payments are to be made.
- (iii) Neither OMPA nor any authorizing Member will permit interconnection between its system and a QF unless the QF meets the applicable standards and/or regulations, rules and policies for interconnection, safety, and operating reliability, as the same may be amended from time to time. Further, in order to remain interconnected, the QF must continue to satisfy appropriate safety and reliability standards.

- (iv) OMPA and the authorizing Members reserve the right to adopt additional nondiscriminatory policies and procedures concerning interconnection requirements applicable to QFs. OMPA shall make such policies and procedures available to QFs for review.

#### IV. Request for Waiver

The FERC Rules require each wholesale electric utility, such as OMPA, and each retail electric utility, such as the authorizing Members, to buy energy and capacity from, and to sell energy and capacity to, QFs. As stated above, OMPA and the authorizing Members will adopt an integrated approach to implementing their obligations under PURPA, and the FERC Rules, under which (1) OMPA would purchase energy and capacity from QFs of 20 MW or less and the authorizing Members would provide retail service to QFs located within their retail service territories, (2) OMPA will seek a waiver of the obligation to sell retail power to any QF in light of the statutory prohibition against such sales by OMPA, and (3) the authorizing Members will seek a waiver of their obligations to purchase from any QFs located within their retail service territories. In addition, OMPA will request a waiver of the mandatory purchase requirement with respect to QFs of greater than 20MW located within SPP.

In order to adopt this integrated approach, OMPA and the authorizing Members will request waivers of certain of the FERC Rules implementing PURPA in order to allow OMPA and the authorizing Members to continue to operate, for wholesale supply purposes, as a single integrated entity. OMPA and the authorizing Members have concluded that, given the benefits of the proposed integrated approach to PURPA implementation, requiring the authorizing Members to purchase from QFs and OMPA to sell to QFs is not necessary to facilitate cogeneration and small power production. OMPA and the authorizing Members have determined that purchases by OMPA on behalf of the authorizing Members will

adequately facilitate cogeneration and small power production in part because each authorizing Member's avoided costs should be equal to OMPA's avoided costs.

Therefore, by centralizing purchases from QFs, QFs will be afforded a greater market for their power while at the same time receiving the same price for their power as they would have by selling to an individual authorizing Member.

This Plan is written on the assumption that the waivers previously mentioned will be granted. Because this integrated approach will not adversely affect QFs and is intended to facilitate cogeneration and small power production, OMPA and the authorizing Members intend to operate under this Plan during the pendency of the waiver requests. If FERC denies any of the requested waivers, this Plan will be revised or may be terminated. Any revision required as a result of a denial of a waiver request, or upon order of FERC as a condition to the waiver, will be made available as soon as practicable. OMPA and the authorizing Members do not contemplate that an additional notice and comment period will be conducted prior to making such changes.

Persons desiring information about this waiver request, including a copy of the waiver request filed by OMPA and the authorizing Members with FERC, may contact:

Randy Elliott  
General Counsel  
Oklahoma Municipal Power Authority  
2701 West I-35 Frontage Road  
Edmond, Oklahoma 73083-1960  
Phone: 405-359-2500  
FAX: 405-359-1071  
E-mail: relriott@ompa.com

#### IV. Additional Information

Persons requiring additional information concerning the interconnection of a QF with OMPA or an authorizing Member, or the rates, terms and conditions of purchases from or sales to QFs, should contact:

David Osburn  
General Manager  
Oklahoma Municipal Power Authority  
2701 West I-35 Frontage Road  
Edmond, Oklahoma 73083-1960  
Phone: 405-359-2500  
FAX: 405-359-1071  
E-mail: dosburn@ompa.com

APPENDIX I  
AUTHORIZING MEMBERS

[TO BE ADDED AS MEMBERS AUTHORIZE THE RULES]

Item No. \_\_\_\_\_

Date: February 16, 2016

## **AGENDA ITEM COMMENTARY**

**ITEM TITLE:** Consider, Discuss and Vote to Approve 1) Ordinance No. 2016-\_\_\_\_ Adding Section 28-92.5 Fire Hydrant Meter Rental Contract to the Altus Code of Ordinances, and 2) City of Altus Fire Hydrant Meter Rental Contract Form, Related to the Current Practice of Selling Water from Metered Fire Hydrants; or Take Any Other Appropriate Action.

**INITIATOR:** City Engineer/Public Works Director

**STAFF INFORMATION SOURCE:** City Attorney

**BACKGROUND:** The City has a current practice of placing a meter on a fire hydrant and selling water to contractors in the paving of City streets. The purpose of this agenda item is to put this verbal practice into writing in ordinance/rental contract format with additional provisions. The City has special meters for this task have back flow protection and cost around \$2500 apiece. This agenda item was requested by the City Engineer/Public Works Director and the Water/Sewer Maintenance Superintendent.

Staff recommends approval of this agenda item with Council input.

**FUNDING:** N/A

**EXHIBITS:** 1) Ordinance No. 2016-\_\_\_\_ adding Section 28-92.5 to the Altus Code; and 2) Draft City of Altus Fire Hydrant Meter Rental Contract.

**COUNCIL ACTION:** Vote to Approve 1) Ordinance No. 2016-\_\_\_\_ Adding Section 28-92.5 Fire Hydrant Meter Rental Contract to the Altus Code of Ordinances, and 2) City of Altus Fire Hydrant Meter Rental Contract Form, Related to the Current Practice of Selling Water from Metered Fire Hydrants; or Take Any Other Appropriate Action.

**STAFF RECOMMENDATION:** Stated Council Action

[Published this \_\_\_\_\_ day of February, 2016.]

**ORDINANCE NO. 2016 - \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF ALTUS, OKLAHOMA, PROVIDING THAT THE CODE OF ORDINANCES, CITY OF ALTUS, OKLAHOMA, BE AMENDED BY ADDING SECTION 28-92.5 "FIRE HYDRANT METER RENTAL CONTRACT", CHAPTER 28 OF SAID CODE; TO ADD THE CITY'S REQUIREMENTS WHEN A CONTRACTOR REQUESTS THAT THE CITY INSTALL A METER ON AN EXISTING FIRE HYDRANT FOR THE PURCHASE OF CITY WATER AT \$5.00 PER THOUSAND GALLONS; AND REPEALING ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ALTUS, OKLAHOMA;

Section 1. That the Code of Ordinances of the City of Altus, Oklahoma, shall be amended by the addition of Section 28-92.5, which section shall read as follows:

**"Sec. 28-92.5. Fire Hydrant Meter Rental Contract.**

Any person acting on behalf of a paving contractor or any other construction company that requests that the city install a fire hydrant meter with back flow protection to an existing fire hydrant for the purpose of renting the fire hydrant meter to purchase water from the fire hydrant, shall be required to sign a Fire Hydrant Meter Rental Contract and pay all fees, deposits, and comply with its terms. The contract shall require the renter to post a two thousand dollar (\$2,000.00) deposit with the city clerk's office. The rental contract shall include, but not be limited to, a set-up fee, meter reading fee, a two thousand dollar (\$2,000.00) deposit, training requirements, and being held responsible for damage. The renter shall be invoiced and pay to the city clerk's office for the water used at a minimum cost of \$5.00 per thousand gallons. All fire hydrant meters shall first be installed and connected to the fire hydrant by employees of the city."

Section 2. That all other ordinances in conflict with this ordinance are hereby repealed.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.



By: \_\_\_\_\_  
JACK SMILEY, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
DEBBIE DAVIS, City Clerk

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
CATHERINE J. COKE, City Attorney

Attachment: 28-92.5 Fire Hydrant Meter Rental (1171 : Approve Fire Hydrant Meter Rental Ordinance and Contract)

City of Altus  
Fire Hydrant Meter Rental Contract

THIS CONTRACT is entered into by and between the City of Altus, Oklahoma, a municipal corporation, ("City") and the applicant company \_\_\_\_\_, ("Renter"), under the following terms and conditions, namely:

**DEPOSIT:** \$2,000.00, to be paid at City Clerk's office. Deposit may be posted by credit card, cash or check. Deposits will be returned by City check within thirty (30) days after Renter's return of meter and final payment of fees.

**FEES:** Setup fees, along with usage fees will be billed to the Renter with payment due in thirty (30) days. Failure to pay fees within thirty (30) days may result in termination of the meter contract and retrieval of the meter. Payment may also be subtracted from the meter deposit.

1. Set up fee-\$50.00 Applies any time meter will be moved to a different fire hydrant location.
2. Water Usage Fee: Per Thousand Gallon cost-\$5.00 per thousand
3. Meter reading Fee-\$10.00 per month for reading and billing

**RENTERS RESPONSIBILITY:** Renter will be responsible for any encumbered cost which results in the damage to the meter, meter components or fire hydrant during the rental period to include but not limited to damage from freeze, theft, vehicle or equipment accident, etc.

**TRAINING:** City of Altus will provide a qualified person to train renter's employees during the meter set up on the use and on the removal and installation of the meter for damage prevention measures. A list of employees that will be using the meter will be provided to the City of Altus during the signing of this contract. Only these trained employees will be allowed to maintain the operational use of this equipment. Additional training can be provided by appointment during the rental period for new or other alternate employees. Any violation of the above mentioned items or not following training procedures can result in the meter and its components removal without notification.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Company Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Company Representative Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_

City of Altus Representative Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Item No. \_\_\_\_\_

Date: February 16, 2016

## **AGENDA ITEM COMMENTARY**

**ITEM TITLE:** Consider, Discuss and Vote to Inquire into the Finance Department and Investigate Municipal Affairs as Authorized by Article II, Council Powers, Section 7(E) of the City's Charter; And/Or Take Any Other Appropriate Action.

**INITIATOR:** Councilmembers Winters and Martin

**STAFF INFORMATION SOURCE:** City Attorney; Acting City Manager

**BACKGROUND:** The City Council voted on January 19, 2016 to inquire into the Human Resources Department. The Mayor appointed a Sub-Committee which was authorized by the City Council to retain an outside consultant. This agenda item authorizes any additional inquiry into the Finance Department.

**FUNDING:** n/a

**EXHIBITS:**

**COUNCIL ACTION:** Vote to Inquire into the Finance Department and Investigate Municipal Affairs as Authorized by Article II, Council Powers, Section 7(E) of the City's Charter; And/Or Take Any Other Appropriate Action.

**STAFF RECOMMENDATION:** Stated Council Action

Item No. \_\_\_\_\_

Date: February 16, 2016

## **AGENDA ITEM COMMENTARY**

**ITEM TITLE:** Consideration and Possible Action Regarding the Holding of an Executive Session Regarding Confidential Communications Between the City Council and Its Legal Counsel Regarding Pending Litigation, Jackson County District Court, Case No. CJ-2013-144, City of Altus, Et Al. Vs. Glenn Briggs & Associates, Inc., Et Al. If the Council, the Public Body, with the Advice of Its Attorney, Determines that Disclosure Will Seriously Impair the Ability of the Public Body to Conduct This Pending Litigation or Proceeding in the Public Interest, as Authorized by Title 25, Section 307 (B)(4) of the Oklahoma Statutes, and in Open Session Vote to Approve the Appointment of Dwayne Martin, City of Altus Council Member Ward IV, or Another Sole Council Member, as Representative and Liaison for the City Council for Any and All Matters Pertaining to This Pending Lawsuit, or Take Any Other Appropriate Action.

**INITIATOR:** Attorney Grant Kincannon, Latham, Nelson & Associates

**STAFF INFORMATION SOURCE:** City Attorney

**BACKGROUND:** [This item has been requested by the legal team representing the City of Altus in pending litigation, Case No. CJ-2013-144.] To the extent that the City Council may, from time to time, be consulted regarding the aforementioned lawsuit, the Council sees it fit to appoint a sole Council Member as representative and liaison for the Council for all purposes relating to the lawsuit, including but not limited to monitoring the progression of said lawsuit, advising the Council of the same, and meeting with legal representatives of the City of Altus on behalf of the Council, as the case may be.

[As further background, the City approved on September 3, 2013 the hiring of OKC attorney Michael L. Darrah of the law firm Durbin, Larimore & Bialick, P.C. to file this lawsuit on the City's behalf in order to recover sales tax revenue which was spent on the Reverse Osmosis Water Treatment Plant (ROWTP) located at 221 East Bradford, Altus, Oklahoma. Attorney Darrah gave an update to the City Council in Executive Session on April 15, 2014. Local Counsel assisting Michael Darrah is Darrell Latham and the firm of Latham, Nelson & Associates.]

**FUNDING:** N/A

**EXHIBITS:** None

**COUNCIL ACTION:** Vote to Approve the Appointment of Dwayne Martin, City of Altus

Council Member Ward IV, or Another Sole Council Member, as Representative and Liaison for the City Council for Any and All Matters Pertaining to This Pending Lawsuit, City of Altus, et al. vs. Glenn Briggs & Associates, Inc., et al, District Court of Jackson County, State of Oklahoma, Case No. CJ-2013-144, or Take Any Other Appropriate Action.

**STAFF RECOMMENDATION:** Stated Council Action